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METRO VANPOOL PROGRAM TERMS AND CONDITIONS



SECTION A: ALL PARTICIPANTS

Participants in the Metro Vanpool Program agree to comply with the following terms and conditions:

- 1. The Participant Agreement shall be effective as of the date signed by the Participant. Participants shall not be considered or hold themselves out to be Primary Drivers, Backup Drivers or Bookkeepers in the Metro VanPool Program until their applications have been approved by Metro VanPool. The Agreement shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination. Participants may terminate their participation for any reason. Metro VanPool may terminate the Participation Agreement and/or the vanpool as a whole for any of the following reasons:
 - a. if fares drop below the break-even point for two consecutive months;
 - if the operation of the vanpool becomes inconsistent with the evaluation criteria established for the Metro VanPool Program;
 - c. if the Program is terminated;
 - d. if the Participant fails to pay the rider fee promptly;
 - e. if the Participant disrupts the operation of the vanpool;
 - f. if the Participant fails to abide by these Terms and Conditions; or
 - g. for other reasons as determined by Metro VanPool.
- Participants acknowledge that Metro VanPool may revise these Terms and Conditions and that Participants shall comply with such revisions in order to continue to participate in the Metro VanPool Program.
- 3. Participants will pay their monthly vanpool fares to Bookkeepers prior to riding and not later than the first of each month.
- Participants will abide by all day-to-day operational rules
 of vanpools as established by majority vote of the
 vanpool members or as may be directed from time to time
 by Metro VanPool.
- 5. Participants will abide by the policies and rules set forth in the VanPool Program Manual provided to vanpools by Metro VanPool. Participants acknowledge that Metro VanPool may revise those policies and rules and that Participants shall comply with such revisions in order to continue to participate in the Metro VanPool Program.
- 6. Participants will notify Drivers in advance of all anticipated non-use of vans due to such factors as vacation, business travel, overtime, etc.
- 7. Participants will notify Drivers or nearest fellow riders of non-use of vans due to sickness.
- 8. Participants will notify Drivers 15 calendar days in advance of planned termination of participation in vanpools.
- 9. Participants will help maintain ridership in the vanpool.
- 10. Participants will help keep the van clean and tidy.
- 11. Participants will find alternate transportation on days when vans do not operate and when work or personal schedules do not allow participation in vanpools.

- 12. Participants will cooperate to ensure, to the best of their ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the VanPool Program because of race, creed, color, sex, age, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in any manner contrary to applicable local ordinance, state or federal laws and regulations.
- 13. Participants will indemnify and hold harmless King County, its authorized agents and employees from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick-up, absence of the van or termination of the program.
- 14. Participants acknowledge that the Metro VanPool Program provides ridesharing referral services without screening the character or background of Participants or applicants. King County shall have no responsibility or liability for any acts or omissions of VanPool Participants or applicants except as otherwise provided in these Terms and Conditions.

SECTION B: DRIVERS

Each Driver, including Primary and Backup Drivers, in the Metro Vanpool Program agrees to comply with the following terms and conditions, in addition to those terms and conditions set forth in Section A above:

- 1. Drivers shall maintain valid driver's licenses as required by the State of Washington.
- 2. Drivers shall notify Metro VanPool when they no longer meet the Driver Selection Criteria established by Metro VanPool.
- Drivers shall complete the Metro VanPool Driver's Orientation Course prior to taking possession of or operating vans.
- 4. Backup Drivers shall assume all responsibilities of Primary Drivers when acting in that capacity.
- 5. Backup Drivers shall be available to drive vans when Primary Drivers are unable to do so.
- 6. Drivers shall drive vans daily to and from work/school, picking up and discharging riders in accordance with the mutually established routes and schedules.
- Drivers shall coordinate maintenance, cleaning and servicing of vans as prescribed in the VanPool Program Manual.
- 8. Drivers shall keep daily and monthly records as required by Metro VanPool, submitting them to Metro VanPool as scheduled in the VanPool Program Manual.
- Primary Drivers shall coordinate with Backup Drivers (minimum of one approved Backup Driver per van) to ensure continued operation of vanpools in the absence of the Drivers.
- 10. Drivers shall coordinate the provision of alternate transportation when the vans are not available.

- 11. Drivers shall coordinate the development of rules for the day-to-day operation of vanpools (e.g., smoking, wait times, radio).
- 12. Drivers shall comply with the policies and rules in the VanPool Program Manual related to personal use of vans.
- 13. Drivers agree they shall be considered to be volunteers under the law and shall not hold themselves out to be nor act as employees or agents of King County.
- 14. Drivers shall at all times operate vans in a manner complimentary to the public nature of the VanPool Program, keep the vans clean, drive in a courteous manner, and if asked, explain the unique character of the use of the van.
- 15. Except in emergency situations, operation of vans shall be restricted to Metro-approved Drivers.
- 16. Safe driving habits and complete observance of all traffic regulations are of the utmost importance and are required of all Drivers. Any citation for a moving traffic violation resulting from the operation of a van is the responsibility of the Driver driving the van at the time of issuance of the citation. All Drivers shall report each citation they receive for a moving traffic violation, whether received while driving the van or any other motor vehicle, to Metro VanPool within 48 hours.
- 17. Drivers shall promptly report any vehicular accident involving bodily or property damage, whether the accident occurred while driving the van or any other motor vehicle, to Metro VanPool as detailed in the VanPool Program Manual.
- 18. Drivers shall comply with the off-street parking policies and rules set forth in the VanPool Program Manual.
- 19. Drivers shall not use vans for business purposes or for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; for any purpose requiring the removal of seats; or for any other purposes described in the VanPool Program Manual. Drivers acknowledge that they shall have full liability and responsibility if vans are used for other than permitted purposes or in a manner inconsistent to these Terms and Conditions.
- 20. Drivers shall drive vans only on hard surfaced streets and highways and other normal access roads and driveways. Drivers shall not drive vans off-road, on beaches, in fields, or in any other potentially unsafe environment.
- 21. Drivers shall not drive vans over bridges or roads posted for less than a 4-ton maximum weight load. Drivers shall observe width and height clearance requirements of and for the van at all times.
- 22. Drivers shall not allow accessories, including window or bumper stickers, appearance items or additional equipment, to be added to or removed from the van without prior approval of Metro VanPool.

SECTION C: BOOKKEEPERS

Bookkeepers in the Metro VanPool Program agree to comply with the following terms and conditions, in addition to those terms and conditions set forth in Sections A and B above, if applicable:

1. Bookkeepers shall complete the required portions of the

- Metro VanPool Driver's Orientation Course prior to assuming Bookkeeper responsibilities.
- Bookkeepers shall collect the monthly fares from all riders not later than the first of the month for which the fares are being paid.
- 3. Bookkeepers may pay and be reimbursed for miscellaneous operating expenses of the van as detailed in the VanPool Program Manual.
- 4. Bookkeepers shall keep and submit daily and monthly records as detailed in the VanPool Program Manual.

SECTION D: METRO VANPOOL

Metro VanPool agrees to comply with the following terms and conditions:

- 1. Metro VanPool shall provide vans for use by vanpools.
- Metro VanPool shall provide for fuel, servicing and maintenance of vans.
- 3. Metro VanPool shall help Drivers and Bookkeepers fulfill their administrative obligations.
- 4. Metro VanPool shall assist vanpools in maintaining ridership.
- Metro VanPool shall provide service loaner vans by reservation on a first come, first served basis.
- 6. Metro VanPool shall assist vanpools in making alternate transportation arrangements in the event of mechanical failure of vans.
- 7. Metro VanPool shall attempt to resolve disputes arising out of established day-to-day operational rules of vanpools.
- 8. Metro VanPool shall establish and maintain a fare schedule for participation in vanpools.
- 9. Metro VanPool shall ensure, to the best of its ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the VanPool Program because of race, creed, color, sex, age, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in any manner contrary to applicable local ordinance, state or federal laws and regulations.
- 10. Metro VanPool shall provide vanpools with VanPool Program Manuals outlining policies and rules applicable to the VanPool Program.
- 11. Metro VanPool shall provide vanpools with all necessary report forms, including instructions for their completion and a submission schedule.
- 12. Metro VanPool shall allow approved Drivers to use vans for personal use in accordance with the policies and rules set forth in the VanPool Program Manual.
- 13. Metro VanPool shall provide liability coverage at statutory limits for negligent operation of a van for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection; provided, the van was being operated by a participant authorized by Metro VanPool and for a purpose permitted under these Terms and Conditions.



PARTICIPANT SIGNATURE _

Participant Agreement Metro VanPool Program

Plea	se print and USE BLACK INK
GROUP INFORMATION	Employer**If you are a contract employee, please use the name of the contractor firm. If your commute is subsized, please list the subsidy provider HOV
NAME	LAST NAME FIRST NAME MIDDLE NAME NICK NAME (if commonly used) HOME
DR. HOME ADDR.	STREET APT./BOX NUMBER CITY STATE ZIP CODE
MAILING ADDR	STREET APT./BOX NUMBER CITY STATE ZIP CODE
PHONE NUMBERS	WORK EXT. Note: Primary Driver phone numbers are provided to prospective vanpoolers HOME ALTERNATIVE WORK EXT. OTHER (CHECK TYPE) Message Cell Other (Specify) Other (Specify)
of pathe in the interest of pathe in the interest of pathe in the interest of	This Agreement establishes the rights and responsibilities rticipants in the Metro VanPool Program established by King County Department of Transportation. Metro VanPool means the VanPool Program adminited by Metro in the Puget Sound region. Participant means ersons, including drivers, backup drivers, riders and keepers, who are transported to and from work/ school in appool operated as part of the Metro VanPool Program or otherwise authorized by Metro to participate in the metro VanPool Program or otherwise authorized by Metro to participate in the metro VanPool Program as: (check all that apply) NanPool Program as: (check all that apply)

Date _

	le of one to five, how important are each of the following in m it to 5 = extremely important, or "n/a" for those that don't app		from 1 = not at all	
Reasons	n/a 1 2 3 4 5	VanPool Program-Related Features n	/a 1 2 3 4 5	
saves wear a	and tear on personal vehicle	availability of a free ride home when necessary		
less stressfu	I than other commute modes	, , ,		
	ve than other commute modes	, , ,		
	ver other commuter modes	convenient free origin-end parking for meeting vanpool		
	regional traffic congestion	1 , 1 0		
	environment/air quality	other? (please specify)		
otner? (pieas	se specify)			
For the follow	ving questions you may check one or more responses:	6. How did you commute just before you started vanp	ooling in this van?	
	you learn about the VanPool program?	☐ did not commute ☐ drove alone ☐ carpooled ☐ rode in another vanpool ☐ bicycled ☐ walked	□ rodo buo	
☐ from a	another vanpooler	□ other (please specify)		
	(please specify)	7. What other commute modes are reasonably availa		
	you learn about the van that you joined?	present commute?	, , ,	
	another vanpooler	□ none □ driving alone □ carpool	FOR MAILING	
	√anPool Program staff □ I helped form my vanpool	☐ a non-Metro/King County☐ vanpool☐ bicycle☐ walking☐ riding the bu	FOLD HERE	
	Ridematch letter (please specify)	□ other (please specify)		
4. Which, if	any, of the following events prompted you to start ng when you did?	8. What would help improve your commuting?		
	ged work hours or days			
☐ chang	ged home location	9. What is the number of people in your household w	ho work outside	
	no longer use previous commuting mode	the home?		
	seat I had been waiting for became available (please specify)	10. How many vehicles are available for household me	embers to get to	
	nmute modes have you used on a regular basis?	work?		
	ot commute	11. What is your combined household income? under \$25,000	999	
	other vanpool ☐ bicycled ☐ walked ☐ rode bus	□ \$25,000 to \$39,999 □ \$60,000 and about		
□ other	(please specify)			
	FOR OFFI	OF LIST ONLY		
		CE USE ONLY		
	Metro Staff Representative	Title		
	Signature	Date		
	Revenue Month	Fare Amount		
			FOR MAILING	
			FOLD HERE	
			NO POSTAGE	
			NECESSARY	
		11 1 111	IF MAILED	
			IN THE	
	DUONEOO DED	LV BAAII	UNITED STATES	
BUSINESS REPLY MAIL FIRST CLASS PERMIT NO. 75436 SEATTLE, WA				
	(111) KING COUNTY			
	METRO TRANSIT	DIVISION		
	WIETRO TRANSIT	DIVISION		

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